

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

**NOTICE OF INVITATION TO BID FOR LEASING
OF STATE-OWNED FREEWAY LEASE AREAS**

ORAL BIDS WILL BE ACCEPTED BY THE STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION, DISTRICT 4, IN THE AUDITORIUM, AT 111 GRAND AVENUE, OAKLAND, CALIFORNIA, ON WEDNESDAY, MAY 11, 2005 AT 1:00 P.M. SHARP FOR THE PURPOSE OF LEASING PROPERTY SHOWN ON THE ATTACHED MAPS. BIDDER REGISTRATION BEGINS AT 12:15 P.M.

ORAL AUCTION

THOSE WISHING TO PARTICIPATE IN THE AUCTION MUST ARRIVE PRIOR TO BIDDING TO REGISTER. LATECOMERS WILL NOT BE ALLOWED TO BID. ALL PARTICIPANTS MUST BRING CASHIER'S CHECKS IN THE AMOUNT OF THE INDICATED BID DEPOSIT AND A COMPLETED "**BIDDER INFORMATION SHEET**" (ATTACHED) TO THE AUCTION. CASHIER'S CHECKS WILL BE INSPECTED PRIOR TO BIDDING. BIDDER INFORMATION SHEETS WILL BE COLLECTED PRIOR TO BIDDING. 'THE AIRSPACE PUBLIC PARKING LEASE APPLICATION' WILL BE COLLECTED AFTER THE AUCTION FROM SUCCESSFUL BIDDERS.

FOR FURTHER INFORMATION

**SF-80, MRN: LESLIE WONG (510) 286-5423
SFX-101, SF-280: STEVE CURUTCHAGUE (510) 286-5415
ALA: NANCY BOCANEGRA (510) 286-5420
SM, SCL: JIM BOZIO NELOS (510) 286-6236**

(or check our website)

www.dot.ca.gov/dist4/airspace

MAY 11, 2005 AUCTION

PARCEL NUMBER	DATE AVAILABLE	NET SQUARE FEET	MINIMUM MONTHLY BID	BID DEPOSIT	SPECIAL REQUIREMENTS
ALA-BT-51	July 1, 2005	21,462	\$500.00	\$1,500.00	2-year standard lease
ALA-024-14	July 1, 2005	4,200	\$500.00	\$1,500.00	2-year standard lease
ALA-112-02	July 1, 2005	11,807	\$3,100.00	\$4,100.00	2-year standard lease
ALA-112-03	July 1, 2005	21,009	\$500.00	\$1,500.00	2-year standard lease
ALA-260-01/1A	July 1, 2005	13,858	\$3,100.00	\$4,100.00	2-year standard lease
ALA-580-06	July 1, 2005	36,156	\$990.00	\$1,900.00	2-year standard lease
ALA-580-07	July 1, 2005	43,000	\$1,800.00	\$2,800.00	2-year standard lease
ALA-880-35	July 1, 2005	69,744	\$4,100.00	\$5,100.00	5-year developmental lease**
ALA-880-37	July 1, 2005	64,000	\$3,800.00	\$4,800.00	2-year standard lease
ALA-880-45A	July 1, 2005	16,374	\$980.00	\$1,980.00	2-year standard lease
ALA-880-61	July 1, 2005	34,630	\$500.00	\$1,500.00	2-year standard lease
ALA-880-65	July 1, 2005	6,416	\$500.00	\$1,500.00	2-year standard lease
ALA-980-06	July 1, 2005	28,345	\$1,700.00	\$2,700.00	2-year standard lease
ALA-980-07	July 1, 2005	46,000	\$500.00	\$1,500.00	2-year standard lease
CC-080-08	July 1, 2005	81,475*	\$7,800.00	\$8,800.00	2-year standard lease

PARCEL NUMBER	DATE AVAILABLE	NET SQUARE FEET	MINIMUM MONTHLY BID	BID DEPOSIT	SPECIAL REQUIREMENTS
SCL-280-06	July 1, 2005	56,930	\$1,000.00	\$2,000.00	2-year public parking lease
SCL-280-08	July 1, 2005	70,180	\$1,000.00	\$2,000.00	2-year public parking lease
SF-080-06	July 1, 2005	17,800	\$3,560.00	\$4,560.00	2-year public parking lease
SF-080-09	July 1, 2005	6,304	\$1,045.00	\$2,045.00	2-year public parking lease
SF-101-37	July 1, 2005	18,700	\$5,900.00	\$6,900.00	2-year public parking lease
SF-101-40	July 1, 2005	39,000	\$6,000.00	\$7,000.00	2-year public parking lease
SF-101-41	July 1, 2005	35,500	\$9,000.00	\$10,500.00	2-year public parking lease
SF-101-43	July 1, 2005	56,000	\$9,000.00	\$10,000.00	2-year public parking lease
SF-101-44	July 1, 2005	22,416	\$3,500.00	\$4,500.00	2-year public parking lease
SF-101-45	July 1, 2005	24,920	\$6,600.00	\$7,600.00	2-year public parking lease
SF-280-06 & 30	July 1, 2005	6,376	\$600.00	\$1,600.00	2-year public parking lease
SF-280-10	July 1, 2005	16,600	\$500.00	\$1,500.00	2-year public parking lease
SF-280-13 & 25	July 1, 2005	32,430	\$3,000.00	\$4,000.00	2-year public parking lease
SF-280-19	July 1, 2005	49,000	\$3,000.00	\$4,000.00	2-year public parking lease
SF-280-24	July 1, 2005	3,790	\$500.00	\$1,500.00	2-year public parking lease
SF-280-29	July 1, 2005	6,000	\$600.00	\$1,600.00	2-year public parking lease
SF-280-32	July 1, 2005	6,439	\$600.00	\$1,600.00	2-year public parking lease
SM-035-01	July 1, 2005	305,000*	\$1,600.00	\$2,600.00	2-year public parking lease

***Net Square Footage and Gross Square Footage are Equal**

****Special Requirements: 5-Year Developmental Lease Specifications Attached**

General Disclaimer:

All properties within the City and County of San Francisco, are being leased as parking lots for operable wheeled vehicles. Any other uses other than a parking lot, must have Caltrans approval before the date of the auction.

IF YOU INTEND TO OPERATE A PUBLIC PARKING LOT WITHIN THE CITY AND COUNTY OF SAN FRANCISCO, YOU WILL BE SUBJECT TO THE FOLLOWING:

- 1) The successful bidder must provide a completed and signed Airspace Public Parking Lease Application (attached) immediately following the auction. Should Caltrans determine that any of the statements, representations or certifications contained on said Airspace Public Parking Lease Application are incorrect, false or misleading, the high bidder will be given (10) ten working days to rectify any deficiencies. If the successful bidder fails to rectify any deficiencies, the high bidder's bid may be rejected and will result in forfeiture of the entire amount of the high bidder's bid deposit, which will be retained by Caltrans as liquidated damages.
- 2) All bidders agree to all terms and conditions in the Standard Public Parking Lease. No further modifications will be made to the Standard Public Parking Lease. The terms of this lease are posted on the Caltrans website at www.dot.ca.gov/dist4/airspace.
- 3) The successful bidder must keep the following insurance policies in force during the term of the lease:

All lots:

- Comprehensive General Liability Insurance (\$5,000,000 Minimum)
- Business and Auto Liability Insurance (\$1,000,000 Minimum)

Additional requirements for attended lots:

- Garage Keeper's Legal Liability Insurance (\$1,000,000 Minimum)
- Workers' Compensation Insurance (\$1,000,000 Minimum)

- 4) Caltrans reserves the right to offer this parcel to another bidder if the previous successful bidder fails to execute the revised Standard Public Parking Lease or is disqualified for failure to comply with provisions of this bid notice or the Public Parking Lease Application.

IF YOU INTEND TO USE THE PARCEL FOR PRIVATE PARKING OR ANY OTHER USE OTHER THAN PUBLIC PARKING WITHIN THE CITY AND COUNTY OF SAN FRANCISCO OR FOR ALL USES IN ALL COUNTIES OUTSIDE SAN FRANCISCO, YOU WILL BE SUBJECT TO THE FOLLOWING:

- 1) The successful bidder must provide a completed and signed Non-Residential Lease Application (attached) immediately following the auction. Should Caltrans determine that any of the statements, representations or certifications contained on said Non-Residential Lease Application are incorrect, false or misleading, the successful bidder will be given (10) ten working days to rectify any deficiencies. If the successful bidder fails to rectify any deficiencies, the successful bidder's bid may be rejected and will result in forfeiture of the entire amount of the successful bidder's bid deposit, which will be retained as liquidated damages.
- 2) BIDDERS AGREE TO ALL TERMS AND CONDITIONS OF CALTRANS' STANDARD LEASE. THE TERMS OF THIS LEASE ARE POSTED ON THE CALTRANS WEBSITE AT www.dot.ca.gov/dist4/airspace .
- 3) Caltrans reserves the right to offer this parcel to another bidder if the previously successful bidder fails to execute Caltrans' standard lease or is disqualified for failure to comply with provisions of this bid notice.
- 4) The successful bidder on parcels marked "STANDARD LEASE" must keep a Comprehensive General Liability Insurance policy (\$5,000,000 Minimum) in force during the term of the lease.

ALL PARCELS/BIDS ARE SUBJECT TO THE FOLLOWING:

1. Each successful bidder agrees to enter into the standard lease of the State of California within thirty (30) days following the auction. If the successful bidder fails to perform as required, the State has the option of awarding the parcel to the second highest bidder. *Also, please see default notice in item 5 below.*
2. No bid shall be accepted which is less than the minimum monthly bid as shown above on this notice.
3. The State reserves the right to accept only those bids that are deemed in the best interest of the State. Acceptance of bids is subject to a bidder qualifications check and Caltrans reserves the right to reject any and all bids at any time prior to the full execution of the lease.
4. **BID DEPOSIT:** Each winning bid must be accompanied by a bid deposit in the form of a certified or cashier's check payable to the State of California IN AN AMOUNT EQUAL TO THE MINIMUM BID. The bid deposit of the successful bidder will remain on deposit pending full execution of the lease, and may be applied towards the Security Deposit.
5. **SECURITY DEPOSIT:** The State will hold from *Lessee* an amount equal to \$500 or \$1000 (see no. 19 on next page) plus one month's rent as security deposit. Please note that the State does not characterize any portion of this deposit as "last month's rent". In the event of *DEFAULT* on parcels, *liquidated damages will be equal to the entire bid deposit of the minimum bid and shall be kept as the default fee.*
6. **DEPOSITS AND FIRST MONTH'S RENT:** The successful *bidder* shall present a certified or cashier's check in the amount equal to the difference between the bid deposit and the security deposit not later than fifteen (15) days prior to the commencement date of the lease. In addition, *Lessee* will present a certified or cashier's check for the first months rent not later than fifteen (15) days prior to the commencement date of the lease. The check(s) should be delivered to the Airspace Development Branch of Caltrans, 111 Grand Avenue, Oakland, California, 13th Floor.
7. **OTHER REQUIREMENTS OF LEASE:** All potential lessees should review the State's lease for acceptance prior to bidding. Please note that state parking leases in San Francisco are subject to the City's business parking tax as well as the *County's possessory interest tax*.
8. All leases with the State of California, Department of Transportation, require evidence of satisfactory liability and/or fire insurance. Evidence of insurance must be provided by timely submittal of the Department's Certificate of Insurance form. Non-compliance with this requirement will result in lease termination.
9. Special Clauses notwithstanding, either party shall have the right to cancel the lease upon (30) thirty days written notice, except that in the event of a national or other emergency, in which case the State shall have the right of immediate possession.
10. Re-bidding on "turned-in" lots: A *Lessee* that submits a 30-day notice and gives up a property *shall not* be permitted to bid on that same property the next time it is put up for auction.

ALL PARCELS/BIDS ARE SUBJECT TO THE FOLLOWING:

Continued

11. Planning department approval: Bidders must secure local pre-approval for use from the city/county-planning department. An application is attached. [This requirement does not apply to currently occupied parcels.]
12. The airspace property is being leased in an "as is" condition unless otherwise noted above in the SPECIAL REQUIREMENT (S) section.
13. All bidders understand that all local, state and federal taxes as well as all local parking taxes and possessory interest taxes are the sole responsibility of the lessee.
14. Successful bidders are to utilize only the designated area as specified on the attached parcel map and further referenced in their lease.
15. All bidders must present, prior to the auction, a bid deposit in the form of a cashier's check in the amount indicated for each parcel. Cash or personal checks will not be accepted. Failure to present the required bid deposit in the form of a cashier's check at the start of the auction will result in Caltrans refusing to accept your bid.
16. **Regarding current or former tenants: all must be current in rental or lease payments and in good standing under any lease or rental agreement with Caltrans. Caltrans will refuse to accept any bid from a current or former tenant who is delinquent in rental or lease payments or in breach of any other provision of a Caltrans lease or rental agreement.**
17. Caltrans reserves the right to refuse any or all bids.
18. Failure of the successful bidder to execute the appropriate Caltrans lease for any reason will be considered a *default* by Caltrans and will result in the forfeiture of the entire bid deposit which will be kept by Caltrans as liquidated damages.
19. The successful bidder agrees to pay the first month's rent and a security deposit 15 days prior to lease commencement. *Failure to pay by the date indicated will result in forfeiture of the bid deposit which will be kept by Caltrans as liquidated damages.* The lease security deposit varies by county: for San Francisco County the amount is equal to one month's rent plus \$500.00; for all other counties it is equal to one month's rent plus \$1,000.00. San Francisco tenants should be aware they are required by law to comply with City Ordinance Article 49 sec. 4901-4914 of the Police Code regarding "revenue control equipment."

All parcels within the **City and County of San Francisco** are being advertised as parking lots for operable wheeled vehicles only. Any uses other than a parking lot must have Caltrans approval prior to the auction.

All bidders must understand that trailers, storage containers, portable offices, and any other uses are currently not permitted to be placed on the leased properties by Caltrans. Please contact the area agent for details.

BIDDER INFORMATION SHEET FOR ORAL AUCTION PARTICIPANTS

BIDDER NAME: _____

ADDRESS: _____

TELEPHONE: () _____ - _____ **CELL PHONE:** () _____ - _____ **PAGER:** () _____ - _____

ARE YOU BIDDING ON BEHALF OF A BUSINESS: **YES** [] **NO** []

IF YES, NAME OF BUSINESS: _____

I HEREBY CERTIFY THE ABOVE INFORMATION IS CORRECT:

Signature **Date:** _____

The above information must be provided in full and submitted prior to the beginning of the oral auction. Bids will not be accepted without this form.

BIDDER NUMBER: _____ (to be completed by Caltrans when presented by bidder on the day of the auction)

AIRSPACE PUBLIC PARKING LEASE APPLICATION**PERSONAL INFORMATION NOTICE**

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Section 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.24 of the IPA of 1977. Each individual has the right, upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Office.

COMPLETE ALL ITEMS - PLEASE PRINT OR TYPE
PLEASE READ PERSONAL INFORMATION NOTICE AND DISCLOSURE STATEMENTS
AT THE END OF THIS FORM

(Co-Applicants complete separate forms.)

(The high bidder must complete and submit this form immediately after the auction)

The following statements as to experience, financial and taxpayer qualifications of the bidder are submitted with the signed bid notice and bid deposit to confirm the status of the bidder with respect to qualifications and payment of state and local taxes and fees, as a part thereof; and any material misstatement of the information submitted herein shall be grounds for rejection of the bid.

1. NAME:

Business

Name _____

Address _____ City _____ State _____ Zip _____

Mailing

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Fax Number _____ Pager Number _____

Tax Identification Number _____ Years in Business _____

Corporation _____ Partnership _____ Joint Venture _____ Individual _____ Other _____

2. OWNERS/INDIVIDUALS/CORPORATE OFFICERS:

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

Name _____ Title or Position _____

Residence

Address _____ City _____ State _____ Zip _____

Tel. Number _____ Social Security Number (if applicable) _____

3. BANK/CREDIT REFERENCES:

Bank or

Creditor _____

Address _____ City _____ State _____ Zip _____

Account Number _____ Type of Account _____ Balance _____

Contact Person _____ Contact Phone Number _____

3. BANK/CREDIT REFERENCES (Continued):

Bank or

Creditor _____

Address _____ City _____ State _____ Zip _____

Account Number _____ Type of Account _____ Balance _____

Contact Person _____ Contact Phone Number _____

Bank or

Creditor _____

Address _____ City _____ State _____ Zip _____

Account Number _____ Type of Account _____ Balance _____

Contact Person _____ Contact Phone Number _____

Bank or

Creditor _____

Address _____ City _____ State _____ Zip _____

Account Number _____ Type of Account _____ Balance _____

Contact Person _____ Contact Phone Number _____

4. REQUEST FOR INFORMATION:

The successful bidder must provide the following information no later than _____. This information will be used to help fully evaluate whether the successful bidder will be allowed to execute the public parking lease and occupy the property. The information will also be used to update and/or activate a new lease account with Caltrans.

- Notarized copy of Articles of Incorporation
- Certified Copy of Partnership (if applicable-must include all partners and their responsibilities/liability)
- List of directors, officers and the agent in service (name of person who may legally sign for the company)
- Federal Tax ID number
- Certified copies of both Federal and State Income Tax returns for the past two years
- Certificates of Insurance (See Bid Notice for types and amounts)
- Certification of Funds from your bank(s)

5. CERTIFICATION

By signing this application in the space provided below, the applicant is certifying that the aforementioned statements are true. Furthermore, the applicant acknowledges that the following statements are true:

- The applicant is not in arrears on any taxes or fees owed to any City/County taxing authority due as a result from any parking business or operation.
- The applicant does not have any unsatisfied judgments from the Division of Labor Standards Enforcement of the Department of Industrial Relations.
- The applicant does not have more than three (3) verified labor claims filed against the applicant in the past twelve (12) months by the Division of Labor Standards of the Department of Industrial Relations.
- The applicant is in "good standing" with the California Franchise Tax Board.

I, (Name of Applicant) _____ Signature _____
Date _____

I, (Name of Applicant) _____ Signature _____
Date _____

I, (Name of Applicant) _____ Signature _____
Date _____

I, (Name of Applicant) _____ Signature _____
Date _____

Hereby certify that all statements I/We have made on this application are correct and true. I further acknowledge and understand that if any of the statements, facts or certification to which I/We attest to are found to be incorrect, false or misleading my bid may be rejected and the entire amount of my bid deposit will be retained as liquidated damages. Furthermore, by signing this application I/We authorize Caltrans to ask for and receive confidential information about the applicant as it pertains to those items listed on this application. Any information disclosed will be kept confidential.

Sections 7(a)(1) and (b) of the Federal Privacy Act of 1974 (Public Law 93.5.79) provide:

"It shall be unlawful for any Federal, State or Local Government Agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his/her social security number.

"Any Federal, State or Local Government Agency which requests an individual to disclose his/her social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicit, and what uses will be made of it."

The Department of Transportation's authority for requesting disclosure is Streets and Highways Code Section 104.12, which reads in part:

"The Department may lease to public or private entities for any term not to exceed 99 years the use of areas above or below state highways, subject to any reservations, restrictions, and conditions that it deems necessary to ensure adequate protection to the safety and the adequacy of highway facilities and to abutting or adjacent land uses."

The Social Security Number will be used to (1) trace delinquent tenants who have vacated without leaving a forwarding address; and (2) enable the State Controller to collect delinquent rent by the offset procedures required by State Administrative Manual Sections 8072.3, 8790.7 and 10510, as authorized by Government Code Section 12419.5, and (3) allow for the State to conduct various screening activities to determine applicant qualifications.

PERSONAL INFORMATION NOTICE

Pursuant to the Federal Privacy Act (P.L. 93-579) and the Information Practices Act of 1977 (Civil Code Sections 1798, et seq.), notice is hereby given for the request of personal information by this form. The requested personal information is voluntary. The principal purpose of the voluntary information is to facilitate the processing of this form. The failure to provide all or any part of the requested information may delay processing of this form. No disclosure of personal information will be made unless permissible under Article 6, Section 1798.17 of the IPA of 1977. Each individual has the right upon request and proper identification, to inspect all personal information in any record maintained on the individual by an identifying particular. Direct any inquiries on information maintenance to your IPA Officer.

BUSINESS

BUSINESS NAME	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	YEARS IN BUSINESS	FEDERAL ID NUMBER	MORTGAGE PAYMENT (per month)	RENT PAYMENT (per month)
			APPLICATION DATE		
CURRENT BUSINESS ADDRESS (Street, City, State, ZIP Code)				YEARS	MONTHS
CURRENT LANDLORD NAME	BUSINESS TELEPHONE	FORMER LANDLORD NAME			BUSINESS TELEPHONE
FORMER BUSINESS ADDRESS (Street, City, State, ZIP Code)				YEARS	MONTHS

APPLICANT

NAME (First) (Middle Initial) (Last)			<input type="checkbox"/> Unmarried <input type="checkbox"/> Married <input type="checkbox"/> Separated	DEPENDENTS	
DATE OF BIRTH	SOCIAL SECURITY NUMBER	HOME PHONE		<input type="checkbox"/> Self	<input type="checkbox"/> Children
DRIVER'S LICENSE NUMBER	VEHICLE (Year, Make, Model)	NAME/HOME ADDRESS OF NEAREST RELATIVE NOT LIVING WITH YOU			

O C C U P A T I O	CURRENT EMPLOYER			BUSINESS TELEPHONE	
	BUSINESS ADDRESS (<i>Street, City, State, ZIP Code</i>)				
	CURRENT POSITION		MONTHLY GROSS PAY	YEARS	MONTHS
	FORMER EMPLOYER		FORMER POSITION	YEARS	MONTHS

OTHER INCOME	You need not list income from alimony, child support, or separate maintenance unless you wish it considered for purposes of approving this appl.		DEPOSIT ACCOUNT	Include checking, savings, credit unions, and savings and loan associations.			
				Company Name/Location		Account Number	Average Balance
						Checking: _____	\$ _____
						Savings: _____	\$ _____
						Other: _____	\$ _____
	Types of Other Income	Monthly Amount					

Please check box A if account is joint credit (Applicant and Co-Applicant). Check box B if the credit is in Applicant's name only, or box C if the credit is in your Co-Applicant's name only. Be sure to list all open accounts with or without a balance. Attach separate sheet if necessary.

[illegible]

NON-RESIDENTIAL RENTAL APPLICATION (Cont.)

RW 11-6 (2/1996)

Business Assets

Please attach financial statements for the past two (2) years. (If self-employed or retired, attach financial statements and/or income tax returns.)

I certify that I have never filed for bankruptcy and have no accounts past due.

APPLICANT'S SIGNATURE			DATE	
In Case of Emergency, Notify:	Home Address	Home Phone	City	Relationship
1.				
2.				
Local Personal References	Home Address	Home Phone	Occupation	Length of Acquaintance
1.				
2.				

Sections 7(a)(1) and (b) of the Federal Privacy Act of 1974 (Public Law 93.5.79) provide:

"It shall be unlawful for any Federal, State or Local Government Agency to deny to any individual any right, benefit, or privilege provided by law because of such individual's refusal to disclose his/her social security account number."

"Any Federal, State or Local Government Agency which requests an individual to disclose his/her social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is solicited, and what uses will be made of it."

The Department of Transportation's authority for requesting disclosure is Streets and Highways Code Section 104.6, which reads:

*"The Department is **authorized** to lease any lands which are held for State Highway purposes and are not presently needed therefore on such terms and conditions as the Director may fix and to maintain and care for such property in order to secure rent therefrom."*

The Social Security Number will be used to (1) trace delinquent tenants who have vacated without leaving a forwarding address; and (2) enable the State Controller to collect delinquent rent by the offset procedure required by State Administrative Manual Sections 8072.3, 8790.7 and 10510, as authorized by Government Code Section 12419.5.

Applicant represents that statements made above are true and correct and hereby authorizes verification of references including but not limited to the obtaining of a credit report and agrees to furnish additional credit references on request. Applicant acknowledges receipt of notification of the provisions of the Federal Privacy Act of 1974 and consent thereof.

I CERTIFY THAT I HAVE READ THE NOTICE TO APPLICANTS DESIRING TO RENT DEPARTMENT OF TRANSPORTATION PROPERTIES AND AGREE TO THE CONDITIONS SET FORTH.

The undersigned makes application to rent nonresidential property designated at address below for the rental fee and upon approval of this application agrees to sign a rental or lease agreement and to pay all sums due before occupancy.

RENTAL PROPERTY ADDRESS	RENTAL FEE
APPLICANT'S SIGNATURE	DATE

ADA Notice

For individuals with disabilities, this document is available in alternate formats. For information call (916) 654-5413 Voice, CRS: 1-800-735-2929, or write Right of Way, 1120 N Street, MS-37, Sacramento, CA 95814

APPLICATION FOR USE APPROVAL OF FREEWAY LEASE AREA

CITY OF _____

DATE: _____

PARCEL NO.: _____

This application for use of State-owned property under and/or adjacent to elevated freeway structures is to be submitted to the Planning Department for approval of the proposed use*:

A. TO BE COMPLETED BY THE PROSPECTIVE LESSEE:

1. Name: _____
2. Business Address: _____
3. Business Telephone No.: _____
4. Location of Property (attach Freeway Lease Area Maps) _____
5. Description of Proposed Use (be specific): _____

B. TO BE COMPLETED BY THE PLANNING DEPARTMENT:

1. Zoning District and Description: _____
2. General Plan Designation and Description: _____
3. Proposed Use (check the appropriate box):
☐ Permitted
☐ Conditionally Permitted
☐ Not Permitted
4. Design Review
 1. Is Design Review required (circle the appropriate response)? Yes No
 2. Is screening or landscaping required (circle the appropriate response)? Yes No
Type: _____

5. Additional Explanation or Other Conditions: _____

Signed by: _____ Date _____
Planning Director

*You may be subject to the land use regulations of the City including the requirement for a conditional use permit for automobile fee parking.

cc: Original to Caltrans
Copy to Planning Department

SPECIAL REQUIREMENTS

Specifications:

FLA 04-ALA-880-35 requires development as a parking lot. The development costs of the 69,744 s.f. lot between 5th Street and 6th Street and between Castro Street and Brush Street in the City of Oakland will be amortised over a lease term of 5 years with a 5-year option with rent to commence 180 days after lease execution or when a Notice of Completion is filed, whichever is earlier. The 180 days is to accommodate development and permit processing time.

The development costs should include but not be limited to:

- Engineering/Administrative Costs (Permits, etc.)
- ADA Compliance
- Environmental Document
- Construction signs
- Traffic Operations Analysis (if applicable)
- Traffic control
- Replacement of chain link fencing, irrigation piping, landscaping and sidewalk curb as required
- Lead compliance plan
- Pavement: Of a Class 3 Aggregate Base, Asphalt Concrete (Type A), Liquid Asphalt SC-70 (Prime Coat), and Minor Concrete (Cure, Sidewalk, and Curb Ramp), Temporary Concrete Washout
- Parking Stall: 2-coat paint pavement marking, precast concrete parking bumper, disabled parking placards as required
- Storm Water Pollution Prevention Erosion Control
- Drainage: Type A asphalt concrete dike, pipe culvert or concrete ditch as required
- Storm Water Monitoring Plan
- Fencing: Chain link, post, gate
- Locks
- Lighting: Light standards and electrical service connections
- Signage
- Performance Bond (\$200,000)

Preliminary and final plans will be subject to Departmental review. Construction will require an Encroachment Permit. If final plans are not approved and permits not acquired within 180 days of lease execution a default will be issued. The Department will retain the bid deposit as liquidated damages and will take possession of the property.

The Department reserves the right to offer this parcel to another bidder if the previously successful bidder fails to execute the Standard Lease Application or is disqualified for failure to comply with provisions of this bid notice.

PERFORMANCE BOND OF STATE HIGHWAY ENCROACHMENT PERMITTEE

TR-0001 (REV. 12/2003)

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SPECIAL REQUIREMENTS[To Accompany the Permit]
Streets and Highways Code Section 677

BOND NUMBER		PERMIT NUMBER		PRINCIPAL	
LOCATION	DIST.	CO.	RT.	P.M.	EFFECTIVE DATE
BOND NUMBER			PREMIUM AMOUNT		

(PLEASE FILL OUT FORM COMPLETELY)

Know All Persons By These Presents:

That _____, as PRINCIPAL, having an address for service of
_____, and _____, a Surety

Company qualified and duly licensed to do business in the State of California, as SURETY, are held and firmly bound to the
STATE OF CALIFORNIA, as OBLIGEE, in the sum of

Dollars (\$ _____).

lawful money of the United States of America, to be paid to the OBLIGEE, for which payment, we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, to those persons referred to in paragraph 4 below.

THAT THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That whereas PRINCIPAL has made, or is about to make, application to the State of California for a permit under Article 2 of Chapter 3 of Division 1 of the Streets and Highways Code to place, change or renew an encroachment in, under or over any portion of a state highway, and Streets and Highways Code Section 677 requires a bond payable to the State of California as a condition therefore, this payment bond is executed and tendered in accordance therewith.
2. That this bond shall be subject to all of the terms and provisions of the afore-mentioned provisions of the Streets and Highways Code.
3. That if the PRINCIPAL shall fail to faithfully perform the work for which the encroachment permit was issued, or fail to pay all encroachment permit fees then the SURETY herein shall pay for the same, otherwise this obligation is null and void.
4. No right of action shall accrue under this bond to or for the use of any person or entity other than the State of California.
5. That this bond shall be deemed continuous in form, remain in full force and effect, and run concurrently with the permit period and any and all renewals, or until cancellation or withdrawal of the SURETY from the bond. If no work has commenced under the encroachment permit, the SURETY may cancel this bond upon thirty (30) days written notice to the OBLIGEE. Bond cancellation notice shall be sent to the Department of Transportation District Office issuing the encroachment permit. The notice should include the permit number and the project's location: county, route, and post mile.

(SEE REVERSE SIDE)

SPECIAL REQUIREMENTS

PERFORMANCE BOND OF STATE HIGHWAY ENCROACHMENT PERMITTEE

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- 5a. ☐ Additionally, this bond shall be deemed continuous in form, remain in full force and effect, and run concurrently with the life of the permit, all permit renewals, and/or for the life of the facility within State highway right-of-way. The SURETY shall give at least thirty (30) days' written notice of the termination, cancellation or material change of the policy to the Department.
6. That the SURETY shall bear no liability on this bond in the event the encroachment permit issued to the PRINCIPAL is cancelled or withdrawn prior to commencement of work on State property by the PRINCIPAL.
7. This bond to become effective on _____
8. This bond is executed to comply with the provisions of Chapter 3 of Division 1 of the Streets and Highways Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure, and said bond shall be subject to all of the terms and provisions thereof.

NAME OF PRINCIPAL		DATE
BUSINESS ADDRESS OF PRINCIPAL		BUSINESS PHONE
CITY	STATE	ZIP CODE
PRINT OR TYPE NAME OF AUTHORIZED SIGNATURE AND TITLE		AUTHORIZED SIGNATURE AND TITLE

NAME OF SURETY:		DATE:
BUSINESS ADDRESS OF SURETY:		BUSINESS PHONE
CITY:	STATE:	ZIP CODE:

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed on (date) _____ in (city, state) _____

_____ under the laws of the State of California.

PRINT OR TYPE NAME OF ATTORNEY-IN-FACT FOR SURETY:	SIGNATURE OF ATTORNEY-IN-FACT FOR SURETY:
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